

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

**SOVERAIN SOFTWARE LLC,**

**Plaintiff,**

**v.**

**ORACLE CORPORATION, ORACLE OTC  
SUBSIDIARY LLC, BEST BUY CO., INC.,  
BESTBUY.COM, LLC, NEIMAN  
MARCUS, INC., THE NEIMAN MARCUS  
GROUP, INC.,  
BERGDORFGOODMAN.COM, LLC, and  
OFFICE MAX, INC.**

**Civil Action No. 6:12-cv-141<sup>1</sup>**

**JURY TRIAL DEMANDED**

**Defendants.**

**STIPULATION BETWEEN PLAINTIFF SOVERAIN SOFTWARE LLC AND  
DEFENDANTS ORACLE CORPORATION, ORACLE OTC SUBSIDIARY LLC, BEST  
BUY CO, INC., BESTBUY.COM, LLC, NEIMAN MARCUS, INC., THE NEIMAN  
MARCUS GROUP, INC., BERGDORFGOODMAN.COM, LLC, OFFICE MAX, INC,  
WALGREEN CO., WALGREENS.COM, INC AND ORDER OF DISMISSAL**

Plaintiff Soverain Software LLC (“Plaintiff”) and Defendants Oracle Corporation and Oracle OTC Subsidiary LLC (“the Oracle Defendants”) have entered into a Settlement Agreement and a Patent License Agreement effective as of April 8, 2014 (collectively, “the Agreements”) and hereby stipulate, subject to this Court’s approval, that:

1. Plaintiff’s complaint against the Oracle Defendants in Case No. 6:12-cv-141 is dismissed with prejudice subject to the terms of the Agreements.
2. The Oracle Defendants’ counterclaims against Plaintiff in Case No. 6:12-cv-141 are dismissed with prejudice subject to the terms of the Agreements.

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<sup>1</sup> Cases consolidated for pre-trial proceedings (except for venue) are: Case No. 6:12-cv-142, Case No. 6:12-cv-143, Case No. 6:12-cv-144, Case No. 6:12-cv-145, Case No. 6:12-cv-146, Case No. 6:12-cv-147, Case No. 6:12-cv-148, Case No. 6:12-cv-149, Case No. 6:12-cv-150, Case No. 6:12-cv-151, Case No. 6:12-cv-152, No. 6:12-cv-153.

3. Plaintiff's complaint against Defendants Best Buy Co., Inc., Bestbuy.com LLC, Neiman Marcus, Inc., The Neiman Marcus Group, Inc., BergdorfGoodman.com, LLC, and Office Max, Inc. in Case No. 6:12-cv-141 is dismissed without prejudice subject to the terms of the Agreements.

4. Defendants Best Buy Co., Inc.'s, Bestbuy.com LLC's, Neiman Marcus, Inc.'s, The Neiman Marcus Group, Inc.'s, BergdorfGoodman.com, LLC's, and Office Max, Inc.'s counterclaims against Plaintiff in Case No. 6:12-cv-141 are dismissed without prejudice subject to the terms of the Agreements.

5. Plaintiff's complaint against Defendant Walgreens.com, Inc. in Case No. 6:12-cv-153 is dismissed without prejudice subject to the terms of the Agreements.

6. Defendant Walgreens.com, Inc.'s counterclaims against Plaintiff in Case No. 6:12-cv-153 are dismissed without prejudice subject to the terms of the Agreements.

7. Solely to the extent based on Walgreens.com, Inc., Plaintiff's complaint in Case No. 6:12-cv-153 against Defendant Walgreen Co. is dismissed without prejudice subject to the terms of the Agreements.

8. Solely to the extent based on Walgreens.com, Inc., Defendant Walgreen Co.'s counterclaims against Plaintiff in Case No. 6:12-cv-153 are dismissed without prejudice subject to the terms of the Agreements.

9. Plaintiff's claims against the remaining defendants in Case No. 6:12-cv-153 – Beauty.com, Inc., Drugstore.com, Inc., and Vision Direct, Inc. – are unaffected by this stipulation and remain asserted.

10. Each party shall bear its own fees, expenses, and costs.

STIPULATED AND AGREED TO:

*/s/ John Lahad*

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